

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS DEPARTMENT
(M.G.L. Ch. 30, Sec. 39m)

PROJECT MANUAL:
CITY OF NEWTON SIDEWALK CONSTRUCTION AND REPAIR
INVITATION FOR BID #14-01

Bid Opening Date: July 18, 2013 at 10:00 a.m.

JULY 2013
Setti D. Warren, Mayor

CITY OF NEWTON

PROJECT MANUAL TABLE OF CONTENTS

CITY OF NEWTON SIDEWALK CONSTRUCTION AND REPAIR

	<u>Page #</u>
Cover Page	1
Table of Contents	2

Part 1 - Bidding Documents, Contract Forms, and Conditions of the Contract

1.	- Invitation for Bid	3-4
2.	- Instructions to Bidders	5-7
3.	- Bid Form	8-9
4.	- Bidder's Qualification Forms	
	▪ Bidder's Qualifications and References Form	10-11
	▪ Certificate of Non-Collusion	12
	▪ Debarment Letter	13
	▪ IRS Form W-9	14
5.	- Contract Forms (Informational only. Not required at time of bid submittal)	
	▪ Contractor Contract	16-17
	▪ Certificate of Authority - Corporate	18
	▪ Certification of Tax Compliance	19
	▪ Payment Bond	20
6.	- General Conditions of the Contract	21-28
7.	- Wage Rate Requirements	29
	▪ Prevailing Wages	30-63
	▪ The Mass. Prevailing Wage Law	64
	▪ Statement of Compliance	65
	▪ Weekly Payroll Report Form	66
8.	- Work	
	▪ Summary of Work	67-69
	▪ Item Sheet	70-71
	▪ Trench Permit	72-76

Part 2 – General Requirements and Project Specifications

PART B – SPECIFICATIONS

Scope of Work	77
Special Provisions	77-84

END OF SECTION

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #14-01**

The City of Newton invites sealed bids from Contractors for:

CITY OF NEWTON SIDEWALK CONSTRUCTION AND REPAIR

Bids will be received until: **10:00 a.m., Thursday, July 18, 2013**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

The proposed project involves the construction and repair of various sections of sidewalk around the city of Newton, Massachusetts. The scope of sidewalk and driveway apron construction measures approximately 1200 square yards and sidewalk and driveway apron repair measures approximately 700 square yards. The contractor shall also be asked to construct 10 new handicap ramps and remove 10 tree stumps. All items shall be constructed per the City of Newton "General Construction Details" dated March 2003.

Proposed Cement Concrete Sidewalk and Driveway Apron Construction Locations

Allen Avenue – 340 LF
Berkley Street – 630 LF
Dedham Street – 350 LF
Dudley Street – 163 LF
Heatherland Road – 100 LF
Maplewood Street – 60 LF
Pleasant Street – 70 LF
Russell Road – 385 LF
South Gate – 190 LF
Smith Avenue – 190 LF
Talbot Street – 110 LF
Upland Road – 300 LF

Cement Concrete Maintenance and Repair Area Locations

Washington Street (Eastbound)
Washington Street at Watertown Street
Elm Street at Webster Street
Walnut Street (Floral Street to Station Ave)

SPECIAL CONSIDERATIONS:

- A. The project may require construction in areas occupied by business owners, employees and customers.
- B. Contractor must accommodate customers visiting businesses adjacent to the work zone.
- C. Pedestrian access and safety around the construction area is the responsibility of the Contractor.
- D. Upon completion of the work the affected areas, including areas within the businesses disturbed during construction, shall be restored to original condition.
- E. The contractor shall review all project limits with the Engineer prior to commencement of work.

This Invitation For Bids and all related documents and attachment (collectively, "Contract Documents") will be available online at: www.newtonma.gov/bids or pick up at the Purchasing Department after **10:00 a.m., July 3, 2013**. **Bids must be submitted with one Original and one Copy.**

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.

Anticipated start date is August 1, 2013. Time for completion is five (5) months from the Notice to Proceed.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total. Wages are paid to drivers for all “on-site” work.

Once you’ve downloaded this bid from the internet website (www.newtonma.gov/bids) I strongly suggest you email (purchasing@newtonma.gov) your company’s Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer

July 3, 2013

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received **by Friday, July 12, 2013 at 12:00 noon**.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-01**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR: **#14-01**
 - * NAME OF PROJECT: **City of Newton Sidewalk Construction and Repair**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the IFB.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award the contract to the lowest eligible and responsible Bidder within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #14-01

- A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

CITY OF NEWTON SIDEWALK CONSTRUCTION AND REPAIR

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The Contractor shall insert prices for each item in ink, in both words and figures.

_____ Dollars and \$ _____
(Contract price shall equal the Total of the Item Sheets at pp.69-70 below.)

COMPANY NAME: _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ Signed Bid Form, 2 pages
- ☐ Item Sheet, 2 pages
- ☐ A five percent (5%) bid deposit.
- ☐ IRS Form W-9

- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a labor and materials payment bond and a performance bond** of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the **sum not less than 50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone) / (FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read ☎ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #_____

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____(Name)
_____(Company)
_____(Address)
_____(Address)
PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Thirteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

CITY OF NEWTON SIDEWALK CONSTRUCTION AND REPAIR

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract, **forty five (45) calendar days**. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

(\$125,000.00)

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #14-01 issued by the Purchasing Department;
- c. The Project Manual for: Supply, deliver & Install **CITY OF NEWTON SIDEWALK CONSTRUCTION AND REPAIR** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s)_____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

ARTICLE 5. ALTERNATES. The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: N/A

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Print Name _____
Title _____
Date _____

Affix Corporate Seal Here

City funds in the amount of
\$ _____ are
available in account number
0140105A-52409

I further certify that the Mayor, or his
designee, is authorized to execute contracts
and approve change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer
Date _____

By _____
Commissioner of Public Works
Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT & BONDS ARE APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2013 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of____, 2013.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON

GENERAL CONDITIONS OF THE CONTRACT

FOR PUBLIC WORKS CONSTRUCTION

ARTICLE 1

(DELETED)

ARTICLE 2

Definitions

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City Engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plan" shall mean plans referred to and included in the Project Manual for this contract. The word "City" shall mean the City of Newton.

ARTICLE 3

Plans, Drawings, Profiles

1. The work shall be done in accordance with plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the plans, and any work shown on the plans though not mentioned in the contract, is to be executed by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the general plans and the contract.

Discrepancy in Plans

2. The Contractor shall carefully examine all said plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Commissioner and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Commissioner shall so direct.

ARTICLE 4

Inspection

1. The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the plans, specifications, profiles or drawings, the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and the Engineer and persons designated by them to enter upon the work and

inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

ARTICLE 5

Change in Plans and Work

1. The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer acting in the same capacity as an architect in a building contract as between owner and contractor. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

ARTICLE 6

Time and Manner of Doing the work - Beginning and Completion

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

Maintenance of Travel

3. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Commissioner shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

Abandonment of Work by Contractor

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

ARTICLE 6A

Liquidated Damages

1. In case the work embraced in the contract shall not have been completed by the date stipulated therein, the Contractor shall pay to the City of Newton as liquidated damages a designated sum per calendar day for the entire period of overrun in accordance with the following Schedule of Deductions, and in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the City Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.

SCHEDULE OF DEDUCTIONS

Daily Charge

Per Calendar Day
\$500.00

2. Whatever sum of money may become due and payable to the City of Newton by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the City of Newton. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said City of Newton for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

ARTICLE 6B

Delays and Extensions of Time

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

ARTICLE 7

Lines and Grades

1. The Contractor shall retain a Registered Land Surveyor who shall furnish such boards and stakes and cause to be placed thereon, such lines, marks and directions relating to the work as the Commissioner or City Engineer shall from time to time direct.

ARTICLE 8

Public Service Pipes and Conduits

1. The Contractor shall maintain such pipes or conduits of public service corporations or of the City as are across or within the lines of the work until such time as said public service corporations or the City assume the maintenance or removal of said pipes or conduits. The Commissioner will notify such public service corporations to that effect on the existence of such obstructions to the work being brought to his notice by the Contractor. The City will relocate either temporarily or permanently all water mains and water service pipes, or hydrants, and drains or sewers which may interfere with the work contemplated in this contract. (This clause is not to be construed as applying to such pipes as may be readily supported and protected during the progress of the work.) The cost of shutting off and turning on water in water mains during blasting shall be assumed by the City.

Protection of Existing Structures

2. All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months after the completion of the work. The Contractor shall provide suitable temporary channels for water at all water courses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

Changing the Location of Existing Structures

3. Whenever it becomes necessary to change the location of any water or gas pipes, sewers, drains, conduits or other structures not otherwise provided for in these specifications, the Contractor shall do the whole or such portions of the work of making such changes as the Commissioner may require, and shall receive in payment therefor the reasonable cost of the work done as determined by the Commissioner plus 15 per cent of such cost. In estimating such cost, no allowance shall be made to the Contractor for the use of tools not especially provided for this work, for general superintendence, or for any overhead expenses except liability insurance.

ARTICLE 9

Co-operation with Other Contractors

1. The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

ARTICLE 10

Subcontracts

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Commissioner shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Commissioner, after certifying as aforesaid, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Commissioner with a copy of his subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the

subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring the payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of the subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority, the demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of the completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

ARTICLE 11

Compensation for Work

1. Subject to any provisions in Paragraph 7, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the

elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less 5 per cent of the amount of such work and less any amounts due the City by the Contractor.

4. Within ten days after the completion of the work as determined by the Commissioner, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

Final Payment--Claims Against Contractor

5. At the expiration of 65 days after the completion of the work as determined by the Commissioner, the City shall, unless claims are made or notice of liability against the City is given, pay the Contractor, on the approval of the Commissioner, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor to the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims. In the event of no known claims or liens the City may, at its option, pay within 35 days.

6. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

Extra Work

7. The Contractor shall be paid for any additions, or deductions as provided in Article 5, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

8. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

9. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

Contract Made Subject to Appropriations

10. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

ARTICLE 12

Responsibility for Work--Contractor's Responsibility

1. The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

ARTICLE 13

LIGHTS--GUARDS

1. The Contractor shall assume all responsibilities of the work and take all proper precautions to protect persons and property from injury and unnecessary interference; leave a reasonably unobstructed way along public and private places for pedestrians, teams, and vehicles, and for access to hydrants; provide proper walks over or around any obstruction made in a public or private place in carrying on the contract, and maintain from the beginning of twilight through the whole of every night, on or near the obstruction sufficient lights and guards to protect travelers from injury thereby, and if, after one notification from the Commissioner that said lights and guards are not sufficient, the Contractor has not placed additional lights and guards to the satisfaction of the Commissioner, the Commissioner shall have the right to take charge of that part of the work at the expense of the Contractor. While the work is suspended he shall keep all roadways and sidewalks in proper condition, and when the work is completed put the place and vicinity in proper condition and so leave them.

The Contractor shall provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every conduit, catch-basin, tree, wall, fence, or other thing injured by the Contractor in carrying on the contract, unless the same has been permanently done away with, on approval of the Commissioner, as being necessary to the proper carrying on of the contract.

ARTICLE 14

Guaranty

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

ARTICLE 15

Defective Work and Materials

1. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon

the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City of Newton.

ARTICLE 16

Employment of Labor

1. The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the City; and shall conform to all labor laws of the Commonwealth; and no laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth, and ordinances of the City and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

ARTICLE 17

Laws and Regulations--Contractor to Comply with Law

1. The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

END OF SECTION

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #14-01 City/Town: NEWTON
Description of Work: Sidewalk Installation and Repairs 2013
Job Location: Various Locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.55	\$8.91	\$8.00	\$0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.62	\$8.91	\$8.00	\$0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.74	\$8.91	\$8.00	\$0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2013	\$29.88	\$10.40	\$5.95	\$0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	\$0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 2 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	02/01/2013	\$47.41	\$10.18	\$17.83	\$0.00	\$75.42
	08/01/2013	\$48.31	\$10.18	\$17.90	\$0.00	\$76.39
	02/01/2014	\$48.87	\$10.18	\$17.90	\$0.00	\$76.95
	08/01/2014	\$49.77	\$10.18	\$17.97	\$0.00	\$77.92
	02/01/2015	\$50.33	\$10.18	\$17.97	\$0.00	\$78.48
	08/01/2015	\$51.23	\$10.18	\$18.04	\$0.00	\$79.45
	02/01/2016	\$51.80	\$10.18	\$18.04	\$0.00	\$80.02
	08/01/2016	\$52.70	\$10.18	\$18.12	\$0.00	\$81.00
	02/01/2017	\$53.27	\$10.18	\$18.12	\$0.00	\$81.57

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 3 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$10.18	\$17.83	\$0.00	\$51.72
2	60	\$28.45	\$10.18	\$17.83	\$0.00	\$56.46
3	70	\$33.19	\$10.18	\$17.83	\$0.00	\$61.20
4	80	\$37.93	\$10.18	\$17.83	\$0.00	\$65.94
5	90	\$42.67	\$10.18	\$17.83	\$0.00	\$70.68

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.16	\$10.18	\$17.90	\$0.00	\$52.24
2	60	\$28.99	\$10.18	\$17.90	\$0.00	\$57.07
3	70	\$33.82	\$10.18	\$17.90	\$0.00	\$61.90
4	80	\$38.65	\$10.18	\$17.90	\$0.00	\$66.73
5	90	\$43.48	\$10.18	\$17.90	\$0.00	\$71.56

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2013	\$34.20	\$7.10	\$12.60	\$0.00	\$53.90
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$34.95	\$7.10	\$12.60	\$0.00	\$54.65
	06/01/2014	\$35.70	\$7.10	\$12.60	\$0.00	\$55.40
	12/01/2014	\$36.45	\$7.10	\$12.60	\$0.00	\$56.15
	06/01/2015	\$37.20	\$7.10	\$12.60	\$0.00	\$56.90
	12/01/2015	\$37.95	\$7.10	\$12.60	\$0.00	\$57.65
	06/01/2016	\$38.70	\$7.10	\$12.60	\$0.00	\$58.40
	12/01/2016	\$39.70	\$7.10	\$12.60	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 4 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2013	\$33.92	\$9.80	\$15.61	\$0.00	\$59.33
	09/01/2013	\$34.53	\$9.80	\$15.61	\$0.00	\$59.94
	03/01/2014	\$35.13	\$9.80	\$15.61	\$0.00	\$60.54
	09/01/2014	\$35.90	\$9.80	\$15.61	\$0.00	\$61.31
	03/01/2015	\$36.67	\$9.80	\$15.61	\$0.00	\$62.08

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.96	\$9.80	\$1.57	\$0.00	\$28.33
2	60	\$20.35	\$9.80	\$1.57	\$0.00	\$31.72
3	70	\$23.74	\$9.80	\$10.90	\$0.00	\$44.44
4	75	\$25.44	\$9.80	\$10.90	\$0.00	\$46.14
5	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
6	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
7	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37
8	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.27	\$9.80	\$1.57	\$0.00	\$28.64
2	60	\$20.72	\$9.80	\$1.57	\$0.00	\$32.09
3	70	\$24.17	\$9.80	\$10.90	\$0.00	\$44.87
4	75	\$25.90	\$9.80	\$10.90	\$0.00	\$46.60
5	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
6	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
7	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92
8	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING
BRICKLAYERS LOCAL 3 (NEWTON)

01/01/2013	\$42.57	\$10.65	\$18.61	\$1.30	\$73.13
07/01/2013	\$42.74	\$10.65	\$18.61	\$1.30	\$73.30
01/01/2014	\$43.66	\$10.65	\$18.61	\$1.30	\$74.22
07/01/2014	\$44.26	\$10.65	\$18.61	\$1.30	\$74.82
01/01/2015	\$45.20	\$10.65	\$18.61	\$1.30	\$75.76
07/01/2015	\$45.78	\$10.65	\$18.61	\$1.30	\$76.34
01/01/2016	\$46.70	\$10.65	\$18.61	\$1.30	\$77.26

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 6 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.29	\$10.65	\$12.11	\$1.30	\$45.35
2	60	\$25.54	\$10.65	\$13.61	\$1.30	\$51.10
3	65	\$27.67	\$10.65	\$14.61	\$1.30	\$54.23
4	70	\$29.80	\$10.65	\$15.61	\$1.30	\$57.36
5	75	\$31.93	\$10.65	\$16.61	\$1.30	\$60.49
6	80	\$34.06	\$10.65	\$17.61	\$1.30	\$63.62
7	90	\$38.31	\$10.65	\$18.61	\$1.30	\$68.87

Effective Date - 07/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.37	\$10.65	\$12.11	\$1.30	\$45.43
2	60	\$25.64	\$10.65	\$13.61	\$1.30	\$51.20
3	65	\$27.78	\$10.65	\$14.61	\$1.30	\$54.34
4	70	\$29.92	\$10.65	\$15.61	\$1.30	\$57.48
5	75	\$32.06	\$10.65	\$16.61	\$1.30	\$60.62
6	80	\$34.19	\$10.65	\$17.61	\$1.30	\$63.75
7	90	\$38.47	\$10.65	\$18.61	\$1.30	\$69.03

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR

LABORERS - ZONE 1

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES

OPERATING ENGINEERS LOCAL 4

06/01/2013	\$41.34	\$10.00	\$13.55	\$0.00	\$64.89
12/01/2013	\$42.12	\$10.00	\$13.55	\$0.00	\$65.67

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR

OPERATING ENGINEERS LOCAL 4

06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)

PAINTERS LOCAL 35 - ZONE 2

01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
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Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 7 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 8 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER (EFFLUENT)	08/01/2012	\$58.80	\$9.80	\$17.67	\$0.00	\$86.27
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$61.05	\$9.80	\$17.67	\$0.00	\$88.52
	08/01/2014	\$63.30	\$9.80	\$17.67	\$0.00	\$90.77
	08/01/2015	\$65.55	\$9.80	\$17.67	\$0.00	\$93.02
DIVER/SLURRY (EFFLUENT)	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
DRAWBRIDGE OPERATOR (Construction)	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
ELECTRICIANS LOCAL 103	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
ELECTRICIANS LOCAL 103	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total RateApprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
2	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
3	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
4	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
5	50	\$21.76	\$13.00	\$10.85	\$0.00	\$45.61
6	55	\$23.94	\$13.00	\$11.19	\$0.00	\$48.13
7	60	\$26.11	\$13.00	\$11.51	\$0.00	\$50.62
8	65	\$28.29	\$13.00	\$11.85	\$0.00	\$53.14
9	70	\$30.46	\$13.00	\$12.17	\$0.00	\$55.63
10	75	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
2	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
3	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
4	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
5	50	\$22.10	\$13.00	\$10.86	\$0.00	\$45.96
6	55	\$24.31	\$13.00	\$11.20	\$0.00	\$48.51
7	60	\$26.52	\$13.00	\$11.53	\$0.00	\$51.05
8	65	\$28.73	\$13.00	\$11.86	\$0.00	\$53.59
9	70	\$30.94	\$13.00	\$12.19	\$0.00	\$56.13
10	75	\$33.15	\$13.00	\$12.53	\$0.00	\$58.68

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2012 \$52.45 \$8.78 \$6.96 \$0.00 \$68.19

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 10 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
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FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2013	\$38.50	\$10.00	\$13.02	\$0.00	\$61.52
	11/01/2013	\$39.26	\$10.00	\$13.02	\$0.00	\$62.28
	05/01/2014	\$40.03	\$10.00	\$13.02	\$0.00	\$63.05

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2013	\$39.91	\$10.00	\$13.02	\$0.00	\$62.93
	11/01/2013	\$40.68	\$10.00	\$13.02	\$0.00	\$63.70
	05/01/2014	\$41.45	\$10.00	\$13.02	\$0.00	\$64.47

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2013	\$21.17	\$10.00	\$13.02	\$0.00	\$44.19
	11/01/2013	\$21.63	\$10.00	\$13.02	\$0.00	\$44.65
	05/01/2014	\$22.08	\$10.00	\$13.02	\$0.00	\$45.10

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53

For apprentice rates see "Apprentice- ELECTRICIAN"

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 11 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
/ COMMISSIONINGELECTRICIANS	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
LOCAL 103	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER)	06/01/2013	\$33.73	\$10.00	\$13.55	\$0.00	\$57.28
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$34.39	\$10.00	\$13.55	\$0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER	06/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
LABORERS - ZONE 1	12/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER	03/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
FLOORCOVERERS LOCAL 2168 ZONE 1	09/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	03/01/2014	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 12 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2013	\$35.51	\$7.80	\$14.60	\$0.00	\$57.91
GLAZIERS LOCAL 35 (ZONE 2)						

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 13 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$7.80	\$0.00	\$0.00	\$25.56
2	55	\$19.53	\$7.80	\$3.25	\$0.00	\$30.58
3	60	\$21.31	\$7.80	\$3.54	\$0.00	\$32.65
4	65	\$23.08	\$7.80	\$3.84	\$0.00	\$34.72
5	70	\$24.86	\$7.80	\$12.83	\$0.00	\$45.49
6	75	\$26.63	\$7.80	\$13.13	\$0.00	\$47.56
7	80	\$28.41	\$7.80	\$13.42	\$0.00	\$49.63
8	90	\$31.96	\$7.80	\$14.01	\$0.00	\$53.77

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 14 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.19	\$10.00	\$0.00	\$0.00	\$32.19
2	60	\$24.20	\$10.00	\$13.55	\$0.00	\$47.75
3	65	\$26.22	\$10.00	\$13.55	\$0.00	\$49.77
4	70	\$28.24	\$10.00	\$13.55	\$0.00	\$51.79
5	75	\$30.26	\$10.00	\$13.55	\$0.00	\$53.81
6	80	\$32.27	\$10.00	\$13.55	\$0.00	\$55.82
7	85	\$34.29	\$10.00	\$13.55	\$0.00	\$57.84
8	90	\$36.31	\$10.00	\$13.55	\$0.00	\$59.86

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.62	\$10.00	\$0.00	\$0.00	\$32.62
2	60	\$24.67	\$10.00	\$13.55	\$0.00	\$48.22
3	65	\$26.73	\$10.00	\$13.55	\$0.00	\$50.28
4	70	\$28.78	\$10.00	\$13.55	\$0.00	\$52.33
5	75	\$30.84	\$10.00	\$13.55	\$0.00	\$54.39
6	80	\$32.90	\$10.00	\$13.55	\$0.00	\$56.45
7	85	\$34.95	\$10.00	\$13.55	\$0.00	\$58.50
8	90	\$37.01	\$10.00	\$13.55	\$0.00	\$60.56

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 15 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
LABORERS - ZONE 1	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS)	09/01/2012	\$41.46	\$10.65	\$11.50	\$0.00	\$63.61
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2013	\$43.06	\$10.65	\$11.50	\$0.00	\$65.21
	09/01/2014	\$45.06	\$10.65	\$11.50	\$0.00	\$67.21

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.73	\$10.65	\$8.60	\$0.00	\$39.98
2	60	\$24.88	\$10.65	\$9.18	\$0.00	\$44.71
3	70	\$29.02	\$10.65	\$9.76	\$0.00	\$49.43
4	80	\$33.17	\$10.65	\$10.34	\$0.00	\$54.16

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$10.65	\$8.60	\$0.00	\$40.78
2	60	\$25.84	\$10.65	\$9.18	\$0.00	\$45.67
3	70	\$30.14	\$10.65	\$9.76	\$0.00	\$50.55
4	80	\$34.45	\$10.65	\$10.34	\$0.00	\$55.44

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	03/16/2013	\$40.23	\$7.70	\$18.35	\$0.00	\$66.28
IRONWORKERS LOCAL 7 (BOSTON AREA)						

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 16 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date - 03/16/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.14	\$7.70	\$18.35	\$0.00	\$50.19
2	70	\$28.16	\$7.70	\$18.35	\$0.00	\$54.21
3	75	\$30.17	\$7.70	\$18.35	\$0.00	\$56.22
4	80	\$32.18	\$7.70	\$18.35	\$0.00	\$58.23
5	85	\$34.20	\$7.70	\$18.35	\$0.00	\$60.25
6	90	\$36.21	\$7.70	\$18.35	\$0.00	\$62.26

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR
LABORERS - ZONE 1

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

LABORER

LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 17 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	\$12.45	\$0.00	\$39.38
2	70	\$23.14	\$7.10	\$12.45	\$0.00	\$42.69
3	80	\$26.44	\$7.10	\$12.45	\$0.00	\$45.99
4	90	\$29.75	\$7.10	\$12.45	\$0.00	\$49.30

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.28	\$7.10	\$12.45	\$0.00	\$39.83
2	70	\$23.66	\$7.10	\$12.45	\$0.00	\$43.21
3	80	\$27.04	\$7.10	\$12.45	\$0.00	\$46.59
4	90	\$30.42	\$7.10	\$12.45	\$0.00	\$49.97

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER

LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER

LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER

LABORERS - ZONE 1

12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
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For apprentice rates see "Apprentice- LABORER"

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 18 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2013	\$36.20	\$10.18	\$16.51	\$0.00	\$62.89
	08/01/2013	\$36.91	\$10.18	\$16.58	\$0.00	\$63.67
	02/01/2014	\$37.36	\$10.18	\$16.58	\$0.00	\$64.12
	08/01/2014	\$38.07	\$10.18	\$16.65	\$0.00	\$64.90
	02/01/2015	\$38.52	\$10.18	\$16.65	\$0.00	\$65.35
	08/01/2015	\$39.23	\$10.18	\$16.72	\$0.00	\$66.13
	02/01/2016	\$39.68	\$10.18	\$16.72	\$0.00	\$66.58
	08/01/2016	\$40.38	\$10.18	\$16.80	\$0.00	\$67.36
	02/01/2017	\$40.84	\$10.18	\$16.80	\$0.00	\$67.82

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 19 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.10	\$10.18	\$16.51	\$0.00	\$44.79
2	60	\$21.72	\$10.18	\$16.51	\$0.00	\$48.41
3	70	\$25.34	\$10.18	\$16.51	\$0.00	\$52.03
4	80	\$28.96	\$10.18	\$16.51	\$0.00	\$55.65
5	90	\$32.58	\$10.18	\$16.51	\$0.00	\$59.27

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.46	\$10.18	\$16.58	\$0.00	\$45.22
2	60	\$22.15	\$10.18	\$16.58	\$0.00	\$48.91
3	70	\$25.84	\$10.18	\$16.58	\$0.00	\$52.60
4	80	\$29.53	\$10.18	\$16.58	\$0.00	\$56.29
5	90	\$33.22	\$10.18	\$16.58	\$0.00	\$59.98

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2013	\$47.45	\$10.18	\$17.83	\$0.00	\$75.46
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2013	\$48.35	\$10.18	\$17.90	\$0.00	\$76.43
	02/01/2014	\$48.91	\$10.18	\$17.90	\$0.00	\$76.99
	08/01/2014	\$49.81	\$10.18	\$17.97	\$0.00	\$77.96
	02/01/2015	\$50.37	\$10.18	\$17.97	\$0.00	\$78.52
	08/01/2015	\$51.27	\$10.18	\$18.04	\$0.00	\$79.49
	02/01/2016	\$51.84	\$10.18	\$18.04	\$0.00	\$80.06
	08/01/2016	\$52.74	\$10.18	\$18.12	\$0.00	\$81.04
	02/01/2017	\$53.31	\$10.18	\$18.12	\$0.00	\$81.61

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 20 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.73	\$10.18	\$17.83	\$0.00	\$51.74
2	60	\$28.47	\$10.18	\$17.83	\$0.00	\$56.48
3	70	\$33.22	\$10.18	\$17.83	\$0.00	\$61.23
4	80	\$37.96	\$10.18	\$17.83	\$0.00	\$65.97
5	90	\$42.71	\$10.18	\$17.83	\$0.00	\$70.72

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.18	\$10.18	\$17.90	\$0.00	\$52.26
2	60	\$29.01	\$10.18	\$17.90	\$0.00	\$57.09
3	70	\$33.85	\$10.18	\$17.90	\$0.00	\$61.93
4	80	\$38.68	\$10.18	\$17.90	\$0.00	\$66.76
5	90	\$43.52	\$10.18	\$17.90	\$0.00	\$71.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1)	04/01/2013	\$34.68	\$9.80	\$15.76	\$0.00	\$60.24
MILLWRIGHTS LOCAL 1121 - Zone 1	10/01/2013	\$35.45	\$9.80	\$15.76	\$0.00	\$61.01
	04/01/2014	\$36.23	\$9.80	\$15.76	\$0.00	\$61.79
	10/01/2014	\$37.18	\$9.80	\$15.76	\$0.00	\$62.74
	04/01/2015	\$38.14	\$9.80	\$15.76	\$0.00	\$63.70

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 21 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.07	\$9.80	\$4.32	\$0.00	\$33.19
2	65	\$22.54	\$9.80	\$13.01	\$0.00	\$45.35
3	75	\$26.01	\$9.80	\$13.80	\$0.00	\$49.61
4	85	\$29.48	\$9.80	\$14.58	\$0.00	\$53.86

Effective Date - 10/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.50	\$9.80	\$4.32	\$0.00	\$33.62
2	65	\$23.04	\$9.80	\$13.01	\$0.00	\$45.85
3	75	\$26.59	\$9.80	\$13.80	\$0.00	\$50.19
4	85	\$30.13	\$9.80	\$14.58	\$0.00	\$54.51

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio: 1:5

MORTAR MIXER

LABORERS - ZONE 1

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$21.17	\$10.00	\$13.55	\$0.00	\$44.72
12/01/2013	\$21.59	\$10.00	\$13.55	\$0.00	\$45.14

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$24.57	\$10.00	\$13.55	\$0.00	\$48.12
12/01/2013	\$25.06	\$10.00	\$13.55	\$0.00	\$48.61

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)
PAINTERS LOCAL 35 - ZONE 2

01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
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Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 22 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *

01/01/2013 \$35.91 \$7.80 \$15.60 \$0.00 \$59.31

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	\$0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	\$3.52	\$0.00	\$31.07
3	60	\$21.55	\$7.80	\$3.84	\$0.00	\$33.19
4	65	\$23.34	\$7.80	\$4.16	\$0.00	\$35.30
5	70	\$25.14	\$7.80	\$13.68	\$0.00	\$46.62
6	75	\$26.93	\$7.80	\$14.00	\$0.00	\$48.73
7	80	\$28.73	\$7.80	\$14.32	\$0.00	\$50.85
8	90	\$32.32	\$7.80	\$14.96	\$0.00	\$55.08

Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)

01/01/2013 \$33.97 \$7.80 \$15.60 \$0.00 \$57.37

PAINTERS LOCAL 35 - ZONE 2

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 23 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	\$0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	\$3.52	\$0.00	\$30.00
3	60	\$20.38	\$7.80	\$3.84	\$0.00	\$32.02
4	65	\$22.08	\$7.80	\$4.16	\$0.00	\$34.04
5	70	\$23.78	\$7.80	\$13.68	\$0.00	\$45.26
6	75	\$25.48	\$7.80	\$14.00	\$0.00	\$47.28
7	80	\$27.18	\$7.80	\$14.32	\$0.00	\$49.30
8	90	\$30.57	\$7.80	\$14.96	\$0.00	\$53.33

Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)
LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *

01/01/2013	\$34.51	\$7.80	\$15.60	\$0.00	\$57.91
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	\$0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	\$3.52	\$0.00	\$30.30
3	60	\$20.71	\$7.80	\$3.84	\$0.00	\$32.35
4	65	\$22.43	\$7.80	\$4.16	\$0.00	\$34.39
5	70	\$24.16	\$7.80	\$13.68	\$0.00	\$45.64
6	75	\$25.88	\$7.80	\$14.00	\$0.00	\$47.68
7	80	\$27.61	\$7.80	\$14.32	\$0.00	\$49.73
8	90	\$31.06	\$7.80	\$14.96	\$0.00	\$53.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 24 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2013	\$32.57	\$7.80	\$15.60	\$0.00	\$55.97

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	\$0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	\$3.52	\$0.00	\$29.23
3	60	\$19.54	\$7.80	\$3.84	\$0.00	\$31.18
4	65	\$21.17	\$7.80	\$4.16	\$0.00	\$33.13
5	70	\$22.80	\$7.80	\$13.68	\$0.00	\$44.28
6	75	\$24.43	\$7.80	\$14.00	\$0.00	\$46.23
7	80	\$26.06	\$7.80	\$14.32	\$0.00	\$48.18
8	90	\$29.31	\$7.80	\$14.96	\$0.00	\$52.07

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.38	\$8.91	\$8.00	\$0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 25 of 34

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.60	\$9.80	\$17.67	\$0.00	\$47.07
2	60	\$23.52	\$9.80	\$17.67	\$0.00	\$50.99
3	70	\$27.44	\$9.80	\$17.67	\$0.00	\$54.91
4	75	\$29.40	\$9.80	\$17.67	\$0.00	\$56.87
5	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
6	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
7	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75
8	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.35	\$9.80	\$17.67	\$0.00	\$47.82
2	60	\$24.42	\$9.80	\$17.67	\$0.00	\$51.89
3	70	\$28.49	\$9.80	\$17.67	\$0.00	\$55.96
4	75	\$30.53	\$9.80	\$17.67	\$0.00	\$58.00
5	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
6	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
7	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10
8	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER
PIPEFITTERS LOCAL 537

03/01/2013 \$49.34 \$8.75 \$14.39 \$0.00 \$72.48

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.74	\$8.75	\$6.50	\$0.00	\$34.99
2	45	\$22.20	\$8.75	\$14.39	\$0.00	\$45.34
3	60	\$29.60	\$8.75	\$14.39	\$0.00	\$52.74
4	70	\$34.54	\$8.75	\$14.39	\$0.00	\$57.68
5	80	\$39.47	\$8.75	\$14.39	\$0.00	\$62.61

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 26 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
PLUMBERS & GASFITTERS LOCAL 12						

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.26	\$9.32	\$4.97	\$0.00	\$31.55
2	40	\$19.72	\$9.32	\$5.61	\$0.00	\$34.65
3	55	\$27.12	\$9.32	\$7.53	\$0.00	\$43.97
4	65	\$32.05	\$9.32	\$8.81	\$0.00	\$50.18
5	75	\$36.98	\$9.32	\$10.09	\$0.00	\$56.39

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$53.29 Step5 with lic\$59.49

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
PIPEFITTERS LOCAL 537						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER	06/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
LABORERS - ZONE 1	12/01/2013	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	\$0.00	\$59.10
For apprentice rates see "Apprentice- LABORER"						

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 27 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	\$0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Dampproofg) <i>ROOFERS LOCAL 33</i>	02/01/2013	\$37.41	\$10.50	\$10.70	\$0.00	\$58.61

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 28 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ROOFER - Local 33

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.71	\$10.50	\$3.38	\$0.00	\$32.59
2	60	\$22.45	\$10.50	\$10.70	\$0.00	\$43.65
3	65	\$24.32	\$10.50	\$10.70	\$0.00	\$45.52
4	75	\$28.06	\$10.50	\$10.70	\$0.00	\$49.26
5	85	\$31.80	\$10.50	\$10.70	\$0.00	\$53.00

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2013	\$37.66	\$10.50	\$10.70	\$0.00	\$58.86
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For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
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Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
2	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
3	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
4	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
5	50	\$21.16	\$9.82	\$8.75	\$1.19	\$40.92
6	50	\$21.16	\$9.82	\$9.00	\$1.20	\$41.18
7	60	\$25.39	\$9.82	\$10.24	\$1.36	\$46.81
8	65	\$27.51	\$9.82	\$10.99	\$1.45	\$49.77
9	75	\$31.74	\$9.82	\$12.49	\$1.62	\$55.67
10	85	\$35.97	\$9.82	\$13.49	\$1.78	\$61.06

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 29 of 34

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$32.13	\$8.91	\$8.00	\$0.00	\$49.04
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A)	03/01/2013	\$52.58	\$8.42	\$12.60	\$0.00	\$73.60

Apprentice - SPRINKLER FITTER - Local 550

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	\$8.00	\$0.00	\$34.82
2	40	\$21.03	\$8.42	\$8.00	\$0.00	\$37.45
3	45	\$23.66	\$8.42	\$8.00	\$0.00	\$40.08
4	50	\$26.29	\$8.42	\$8.00	\$0.00	\$42.71
5	55	\$28.92	\$8.42	\$8.00	\$0.00	\$45.34
6	60	\$31.55	\$8.42	\$8.00	\$0.00	\$47.97
7	65	\$34.18	\$8.42	\$8.00	\$0.00	\$50.60
8	70	\$36.81	\$8.42	\$8.00	\$0.00	\$53.23
9	75	\$39.44	\$8.42	\$8.00	\$0.00	\$55.86
10	80	\$42.06	\$8.42	\$8.00	\$0.00	\$58.48

Notes:

Steps are 850 hours

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 30 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
2	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
3	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
4	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
5	50	\$16.32	\$13.00	\$11.02	\$0.00	\$40.34
6	55	\$17.95	\$13.00	\$11.27	\$0.00	\$42.22
7	60	\$19.58	\$13.00	\$11.52	\$0.00	\$44.10
8	65	\$21.22	\$13.00	\$11.77	\$0.00	\$45.99
9	70	\$22.85	\$13.00	\$12.02	\$0.00	\$47.87
10	75	\$24.48	\$13.00	\$12.26	\$0.00	\$49.74

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
2	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
3	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
4	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
5	50	\$16.58	\$13.00	\$10.04	\$0.00	\$39.62
6	55	\$18.23	\$13.00	\$10.29	\$0.00	\$41.52
7	60	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
8	65	\$21.55	\$13.00	\$10.79	\$0.00	\$45.34
9	70	\$23.21	\$13.00	\$11.04	\$0.00	\$47.25
10	75	\$24.86	\$13.00	\$11.29	\$0.00	\$49.15

Notes:

Apprentice to Journeyworker Ratio:1:1

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 31 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	02/01/2013	\$46.35	\$10.18	\$17.83	\$0.00	\$74.36
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2013	\$47.25	\$10.18	\$17.90	\$0.00	\$75.33
	02/01/2014	\$47.81	\$10.18	\$17.90	\$0.00	\$75.89
	08/01/2014	\$48.71	\$10.18	\$17.97	\$0.00	\$76.86
	02/01/2015	\$49.27	\$10.18	\$17.97	\$0.00	\$77.42
	08/01/2015	\$50.17	\$10.18	\$18.04	\$0.00	\$78.39
	02/01/2016	\$50.74	\$10.18	\$18.04	\$0.00	\$78.96
	08/01/2016	\$51.64	\$10.18	\$18.12	\$0.00	\$79.94
	02/01/2017	\$52.21	\$10.18	\$18.12	\$0.00	\$80.51

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.18	\$10.18	\$17.83	\$0.00	\$51.19
2	60	\$27.81	\$10.18	\$17.83	\$0.00	\$55.82
3	70	\$32.45	\$10.18	\$17.83	\$0.00	\$60.46
4	80	\$37.08	\$10.18	\$17.83	\$0.00	\$65.09
5	90	\$41.72	\$10.18	\$17.83	\$0.00	\$69.73

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.63	\$10.18	\$17.90	\$0.00	\$51.71
2	60	\$28.35	\$10.18	\$17.90	\$0.00	\$56.43
3	70	\$33.08	\$10.18	\$17.90	\$0.00	\$61.16
4	80	\$37.80	\$10.18	\$17.90	\$0.00	\$65.88
5	90	\$42.53	\$10.18	\$17.90	\$0.00	\$70.61

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	06/01/2013	\$34.45	\$7.10	\$12.60	\$0.00	\$54.15
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$35.20	\$7.10	\$12.60	\$0.00	\$54.90
	06/01/2014	\$35.95	\$7.10	\$12.60	\$0.00	\$55.65
	12/01/2014	\$36.70	\$7.10	\$12.60	\$0.00	\$56.40
	06/01/2015	\$37.45	\$7.10	\$12.60	\$0.00	\$57.15
	12/01/2015	\$38.20	\$7.10	\$12.60	\$0.00	\$57.90
	06/01/2016	\$38.95	\$7.10	\$12.60	\$0.00	\$58.65
	12/01/2016	\$39.95	\$7.10	\$12.60	\$0.00	\$59.65

For apprentice rates see "Apprentice-LABORER"

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 32 of 34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.17	\$7.10	\$12.60	\$0.00	\$52.87
	12/01/2013	\$33.92	\$7.10	\$12.60	\$0.00	\$53.62
	06/01/2014	\$34.67	\$7.10	\$12.60	\$0.00	\$54.37
	12/01/2014	\$35.42	\$7.10	\$12.60	\$0.00	\$55.12
	06/01/2015	\$36.17	\$7.10	\$12.60	\$0.00	\$55.87
	12/01/2015	\$36.92	\$7.10	\$12.60	\$0.00	\$56.62
	06/01/2016	\$37.67	\$7.10	\$12.60	\$0.00	\$57.37
	12/01/2016	\$38.67	\$7.10	\$12.60	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$32.42	\$9.07	\$8.00	\$0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$45.33	\$7.10	\$13.00	\$0.00	\$65.43
	12/01/2013	\$46.08	\$7.10	\$13.00	\$0.00	\$66.18
	06/01/2014	\$46.83	\$7.10	\$13.00	\$0.00	\$66.93
	12/01/2014	\$47.58	\$7.10	\$13.00	\$0.00	\$67.68
	06/01/2015	\$48.33	\$7.10	\$13.00	\$0.00	\$68.43
	12/01/2015	\$49.08	\$7.10	\$13.00	\$0.00	\$69.18
	06/01/2016	\$49.83	\$7.10	\$13.00	\$0.00	\$69.93
	12/01/2016	\$50.83	\$7.10	\$13.00	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$47.33	\$7.10	\$13.00	\$0.00	\$67.43
	12/01/2013	\$48.08	\$7.10	\$13.00	\$0.00	\$68.18
	06/01/2014	\$48.83	\$7.10	\$13.00	\$0.00	\$68.93
	12/01/2014	\$49.58	\$7.10	\$13.00	\$0.00	\$69.68
	06/01/2015	\$50.33	\$7.10	\$13.00	\$0.00	\$70.43
	12/01/2015	\$51.08	\$7.10	\$13.00	\$0.00	\$71.18
	06/01/2016	\$51.83	\$7.10	\$13.00	\$0.00	\$71.93
	12/01/2016	\$52.83	\$7.10	\$13.00	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$37.40	\$7.10	\$13.00	\$0.00	\$57.50
	12/01/2013	\$38.15	\$7.10	\$13.00	\$0.00	\$58.25
	06/01/2014	\$38.90	\$7.10	\$13.00	\$0.00	\$59.00
	12/01/2014	\$39.65	\$7.10	\$13.00	\$0.00	\$59.75
	06/01/2015	\$40.40	\$7.10	\$13.00	\$0.00	\$60.50
	12/01/2015	\$41.15	\$7.10	\$13.00	\$0.00	\$61.25
	06/01/2016	\$41.90	\$7.10	\$13.00	\$0.00	\$62.00
	12/01/2016	\$42.90	\$7.10	\$13.00	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$39.40	\$7.10	\$13.00	\$0.00	\$59.50
	12/01/2013	\$40.15	\$7.10	\$13.00	\$0.00	\$60.25
	06/01/2014	\$40.90	\$7.10	\$13.00	\$0.00	\$61.00
	12/01/2014	\$41.65	\$7.10	\$13.00	\$0.00	\$61.75
	06/01/2015	\$42.40	\$7.10	\$13.00	\$0.00	\$62.50
	12/01/2015	\$43.15	\$7.10	\$13.00	\$0.00	\$63.25
	06/01/2016	\$43.90	\$7.10	\$13.00	\$0.00	\$64.00
	12/01/2016	\$44.90	\$7.10	\$13.00	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Issue Date: 06/27/2013

Wage Request Number: 20130627-047

Page 34 of 34

The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2013

I, _____,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

CITY OF NEWTON

SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION

A. SUMMARY OF WORK

The proposed project involves the construction and repair of various sections of sidewalk around the city of Newton, Massachusetts. The scope of sidewalk and driveway apron construction measures approximately 1200 square yards, sidewalk and driveway apron repair measures approximately 700 square yards. The contractor shall also be asked to construct 10 new handicap ramps and remove 10 tree stumps. All items shall be constructed per the City of Newton "General Construction Details" dated March 2003.

Proposed Cement Concrete Sidewalk and Driveway Apron Construction Locations

Allen Avenue – 340 LF
Berkley Street – 630 LF
Dedham Street – 350 LF
Dudley Street – 163 LF
Heatherland Road – 100 LF
Maplewood Street – 60 LF
Pleasant Street – 70 LF
Russell Road – 385 LF
South Gate – 190 LF
Smith Avenue – 190 LF
Talbot Street – 110 LF
Upland Road – 300 LF

Cement Concrete Maintenance and Repair Area Locations

Washington Street
Washington Street at Watertown Street
Elm Street at Webster Street
Walnut Street (Floral Street to Station Ave)

SPECIAL CONSIDERATIONS:

- A. The project may require construction in areas occupied by business owners, employees and customers.
- B. Contractor must accommodate customers visiting businesses adjacent to the work zone.
- C. Pedestrian access and safety around the construction area is the responsibility of the Contractor.
- D. Upon completion of the work the affected areas, including areas within the businesses disturbed during construction, shall be restored to original condition.
- E. The contractor shall review all project limits with the Engineer prior to commencement of work.

B. In addition the work under the contract includes:

- 1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
- 2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
- 3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of the project, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
- 4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

- C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.
- B. The time for substantial completion pursuant to Article 2 of the Contract shall:

NOTICE: * TIME IS OF THE ESSENCE *

Within five (5) business days of the Notice Of Award the Contractor shall submit to the Purchasing Department:

- **A signed contract.**
- **A Certificate of Insurance (naming the City as an additional insured)**
- **A Labor and Materials Payment Bond and a Performance bond each in the amount of 50% of the contract total.**

Anticipated start date is August 1, 2013. Time for completion is five (5) months from the Notice To Proceed.

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in Article 7 of the General Conditions for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

III. INSURANCE REQUIREMENTS

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
1. Workmen's Compensation Insurance as required by Massachusetts General Law.
 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.

3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

ITEM SHEET**PAGE 1**

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT MEASURE	TOTAL COST
ITEM: 0 - MOBILIZATION FOR ALL WORK ZONES (SURVEY SERVICES, CONFERENCES, VIDEO FILE, NOTIFICATIONS, ETC.) <u>THE CONTRACTOR IS TO FACTOR THE COST OF MOBILIZATION INTO THE INDIVIDUAL BID PRICES AS HE DEEMS APPROPRIATE. THERE WILL BE NO SEPARATE PAYMENT FOR MOBILIZATION</u>	NA	NA	NA
ITEM: 1 - 4" CEMENT CONCRETE WALKS WITH LAMPBLACK (@ 2 POUNDS PER CUBIC YARD) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	1000	SY.	\$ _____
ITEM: 2 - 6" CEMENT CONCRETE DRIVEWAY APRONS WITH LAMPBLACK (@ 2 POUNDS PER CUBIC YARD) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	200	L.F.	\$ _____
ITEM: 3 - 8" CEMENT CONCRETE HANDICAP RAMP / CURB CUTS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	10	EA.	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT MEASURE	TOTAL COST
ITEM: 4 - 4" CEMENT CONCRETE WALKS MAINTENANCE WITH LAMPBLACK (@ 2 POUNDS PER CUBIC YARD) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	500	SY.	\$ _____
ITEM: 5 - 6" CEMENT CONCRETE DRIVEWAY APRON MAINTENANCE WITH LAMPBLACK (@ 2 POUNDS PER CUBIC YARD) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	200	SY.	\$ _____
ITEM: 6 - DETECTABLE TILE SURFACE FOR HANDICAP RAMP / CURB CUT LOCATIONS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	10	EA.	\$ _____
ITEM: 7- TREE STUMP REMOVAL THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	10	EA.	\$ _____
ITEM: 8 - ALLOWANCE FOR PAYMENT OF POLICE OFFICERS THE SUM OF: _____ NINE THOUSAND _____ DOLLARS AND _____ NO _____ CENTS (\$ _____ 9,000.00 _____) PER ALLOWANCE	1	ALL.	\$ 9,000

TOTAL BID:

The Total for all items on this page must be inserted in Paragraph "C" of the BID FORM.

END OF SECTION



City of Newton

Massachusetts 02459

Engineering Division

Phone (617) 796-1020

FAX (617) 796-1051

Permit Number _____

Date Issued _____

Expiration Date _____

Fee: \$50 x _____ = _____
Trenches Total

TRENCH PERMIT

Pursuant to G.L. c. 82A §1 and 520 CMR 7.00 et seq.(as amended)

THIS PERMIT MUST BE FULLY COMPLETED PRIOR TO CONSIDERATION

Name of Applicant			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Excavator (if different from applicant)			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Owner(s) of Property			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Other Contact			Permit Fee Received No () Yes ()			
Description, location and purpose of proposed trench: Please describe the exact location of the proposed trench and its purpose (include a description of what is (or is intended) to be laid in proposed trench (e.g.; pipes/cable lines etc.) Please use reverse side if additional space is needed.						
Insurance Certificate #:						
Name and Contact Information of Insurer:						

Policy Expiration Date:	
Dig Safe #:	
Name of Competent Person (as defined by 520 CMR 7.02):	
Massachusetts Hoisting License #	
License Grade:	Expiration Date:

BY SIGNING THIS FORM, THE APPLICANT, OWNER, AND EXCAVATOR ALL ACKNOWLEDGE AND CERTIFY THAT THEY ARE FAMILIAR WITH, OR, BEFORE COMMENCEMENT OF THE WORK, WILL BECOME FAMILIAR WITH, ALL LAWS AND REGULATIONS APPLICABLE TO WORK PROPOSED, INCLUDING OSHA REGULATIONS, G.L. c. 82A, 520 CMR 7.00 et seq., AND ANY APPLICABLE MUNICIPAL ORDINANCES, BY-LAWS AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THEREWITH IN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.

THE UNDERSIGNED OWNER AUTHORIZES THE APPLICANT TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERNING SUCH WORK.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THEREWITH, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THEREWITH INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

APPLICANT SIGNATURE

_____ **DATE** _____

EXCAVATOR SIGNATURE (IF DIFFERENT)

_____ **DATE** _____

OWNER’S SIGNATURE (IF DIFFERENT)

_____ **DATE:**_____

For City/Town use -- Do not write in this section	
PERMIT APPROVED BY	\$_____ Application Fee
PERMITTING AUTHORITY	
DATE	
CONDITIONS OF APPROVAL	

CONDITIONS AND REQUIREMENTS PURSUANT TO G.L.C.82A AND 520 CMR 7.00 et seq. (as amended)

By signing the application, the applicant understands and agrees to comply with the following:

- i. No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);
- ii. Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
- iii. Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et seq., entitled Subpart P "Excavations".
- iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
- v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CMR 1926.650 et seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.
- vi. This permit shall be posted in plain view on the site of the trench.

Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to www.mass.gov/dps

Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾" thick or equivalent; barricades must be fences at least 6' high with no openings greater than 4" between vertical supports; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for

instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.

The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, that excavators shall have the right to appeal an immediate shutdown. Permitting authorities are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.

For additional information please visit the Department of Public Safety's website at www.mass.gov/dps

Summary of 1926 CFR Subpart P -OSHA Excavation Standard

This is a worker protection standard, and is designed to protect employees who are working inside a trench. This summary was prepared by the Massachusetts Division of Occupational Safety and not OSHA for informational purposes only and does not constitute an official interpretation by OSHA of their regulations, and may not include all aspects of the standard.

For further information or a full copy of the standard go to www.osha.gov.

- **Trench Definition per the OSHA standard:**
 - An excavation made below the surface of the ground, narrow in relation to its length.
 - In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.
- **Protective Systems** to prevent soil wall collapse are always required in trenches deeper than 5', and are also required in trenches less than 5' deep when the competent person determines that a hazard exists. Protection options include:
 - Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.
 - Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.
 - Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.
 - A registered professional engineer must design protective systems for all excavations greater than 20' in depth.
- **Ladders** must be used in trenches deeper than 4'.
 - Ladders must be inside the trench with workers at all times, and located within 25' of unobstructed lateral travel for every worker in the trench.
 - Ladders must extend 3' above the top of the trench so workers can safely get onto and off of the ladder.
- **Inspections** of every trench worksite are required:
 - Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.
 - Inspections must be conducted by the competent person (see below).
- **Competent Person(s) is:**
 - Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
 - Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.
- **Underground Utilities** must be:
 - Identified prior to opening the excavation (e.g., contact Digsafe).
 - Located by safe and acceptable means while excavating.
 - Protected, supported, or removed once exposed.
- **Spoils** must be kept back a minimum of 2' from the edge of the trench.
- **Surface Encumbrances** creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.
- **Stability of Adjacent Structures:**
 - Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported.
 - Sidewalks, pavements, etc. shall not be undermined unless a support system or other method of protection is provided.

- **Protection from water accumulation hazards:**
 - It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.
 - If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.
- **Additional Requirements:**
 - For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
 - Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).
 - Employees must wear high-visibility clothing in traffic work zones.
 - Air monitoring must be conducted in trenches deeper than 4' if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g., $O_2 < 19.5\%$ or $> 23.5\%$, 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.
 - Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches $> 6'$ deep.
 - Employees must be protected from loose rock or soil through protections such as scaling or protective barricades.

END OF SECTION

SECTION 1

SCOPE OF WORK

Description

The proposed project involves the construction and repair of various sections of sidewalk around the city of Newton, Massachusetts. The scope of sidewalk and driveway apron construction measures approximately 1200 square yards, sidewalk and driveway apron repair measures approximately 700 square yards. The contractor shall also be asked to construct 10 new handicap ramps and remove 10 tree stumps. All items shall be constructed per the City of Newton "General Construction Details" dated March 2003.

Proposed Cement Concrete Sidewalk and Driveway Apron Construction Locations

Allen Avenue – 340 LF
Berkley Street – 630 LF
Dedham Street – 350 LF
Dudley Street – 163 LF
Heatherland Road – 100 LF
Maplewood Street – 60 LF
Pleasant Street – 70 LF
Russell Road – 385 LF
South Gate – 190 LF
Smith Avenue – 190 LF
Talbot Street – 110 LF
Upland Road – 300 LF

Cement Concrete Maintenance and Repair Area Locations

Washington Street
Washington Street at Watertown Street
Elm Street at Webster Street
Walnut Street (Floral Street to Station Ave)

SPECIAL CONSIDERATIONS:

- A. The project may require construction in areas occupied by business owners, employees and customers.
- B. Contractor must accommodate customers visiting businesses adjacent to the work zone.
- C. Pedestrian access and safety around the construction area is the responsibility of the Contractor.
- D. Upon completion of the work the affected areas, including areas within the businesses disturbed during construction, shall be restored to original condition.
- E. The contractor shall review all project limits with the Engineer prior to commencement of work.

SECTION 2

SPECIAL PROVISIONS

ITEM 0 - MOBILIZATION FOR ALL WORK ZONES (SURVEY SERVICES, CONFERENCES, VIDEO FILE, NOTIFICATIONS, ETC.)

Description

(a) Under the direction of a Massachusetts Professional Land Surveyor (PLS) the Contractor shall extract, correlate, and subsequently post the design grades shown on the plan and/or as otherwise shown on the City supplied profile.

(b) The Contractor is to make a video tape and/or photographic record of all existing sideline conditions, prior to the commencement of construction activities, and/or as may be required as the construction activities progress, for the purpose of documenting all decrepit, and/or extraordinary points of concern. All video and picture making shall be done on

foot and shall not be 'shot' from a vehicle. This video record shall be made by the Contractor and a copy, or a secondary video tape, shall be delivered to the Engineer. A representative from the Engineering Division shall present at the time of the recording.

(c) The Contractor is to coordinate and make accommodations for all work performed on private property in the execution of this contract, and is to further coordinate, arrange and/or make accommodations for the performance of all second party utility work which may be required in order to complete the work required under this contract.

(d) The Contractor is responsible for the scheduling and coordination of all Police services under this item, however the actual cost of Police Services will be paid for under Item 7.

(e) Under this item the Contractor will be required to attend informational meetings, typically one for the general public when deemed necessary, and several with the City of Newton administration in order to discuss and subsequently address all points of concern, including but not limited to a Preconstruction Conference and Progress Conference(s) and inspection walk-through.

(f) Under this item the Contractor is responsible for processing all the necessary paperwork in the execution of this contract, as well as providing and distributing fliers and notifications to abutters and other concerned parties as the project commences and as it progresses.

(g) Under this item the Contractor shall comply with all special procedural and/or other site specific directives as stipulated on the plan(s) to ensure a structured and efficient execution of this contract. In addition, and from time to time, the Contractor shall also be required to accommodate and comply with other special requests so that the needs of the general public, abutters, and/or other City of Newton agencies are addressed swiftly and appropriately.

Method of Compliance

(h) The grade points shall be posted all along the roadway corridor on sturdy colorized four foot (4') high iron pins and/or stakes such that the final roadway, once completed, fully complies with the design scheme and/or with any modification necessitated by field changes ordered by the Engineer. However, the posting of grades shall not be limited to just the design grades but shall also include the interpolation and posting of intermediate grades and/or the re-posting of certain grades, as may be from time to time required by any interested party in order to successfully investigate and/or otherwise install, to the satisfaction of the Engineer, any drainage, curbing, pavement and/or any other grade dependent project related component or grade dependent issue.

(i) The Contractor shall coordinate the grading and layout activities with the Engineer to ensure that the design grades are posted in an expeditious and acceptable manner. To that end the Contractor shall supply and install, at all critical grade points identified on the plan (and/or profile), as many sturdy pins and/or stakes as he deems necessary, or as otherwise may be required by the Engineer. The pins and/or stakes, once set, shall be clearly marked with paint and flagging such that their physical location, as well as the posted grades, can be easily seen by the general public and by the field personnel. Subsequently, once the pins and/or stakes have served their purpose, they shall be immediately removed by the Contractor.

(j) As the project commences the Contractor may opt to make a photographic record in lieu of a videotape but only to supplement the preconstruction sideline video survey, and only when a photographic record is deemed necessary and sufficient by the Engineer and/or the Contractor.

(k) Videos and/or photographs are to be taken and delivered to the Engineer in such a manner that the subject matter can be clearly seen, and in such a timely manner that the collected information is not lost. The video and/or photographs are to be made on foot via a hand-carried camera. No digital pictures shall be allowed. Only conventionally developed film is to be used.

(l) The Contractor is to give ample notice prior to performing certain extraordinary construction related activities on private lands (i.e. walls, steps etc.), and/or is to discuss, and/or is to make safe and reasonable accommodation of access, for all private property abutters affected by the scheduled construction activities at hand. In certain cases the Contractor will be further required to make special accommodations for the handicapped or for other physically challenged or sensor impaired individuals who live in or about the construction area so that their needs may be appropriately addressed. Notice of intent to construct or to disturb private property and/or access routes shall be made at least twenty four (24) hours in advance of the scheduled activity and/or as required by the Engineer. This notification shall be made in writing on a format acceptable to the Engineer, with said notices being posted at the subject address in a location nearest to the regular mail delivery location. The decision to post notices will be at the discretion of the Engineer in the field.

Basis of Payment

(m) Under Item 0 the Contractor will consider all labor and materials required to complete these tasks throughout the entire term of the project an incidental cost.

**Item 1 - 4" CEMENT CONCRETE WALKS WITH LAMPBLACK
(@ 2 POUNDS PER CUBIC YARD)**

**Item 2 - 6" CEMENT CONCRETE DRIVEWAY APRONS WITH LAMPBLACK
(@ 2 POUNDS PER CUBIC YARD)**

Item 3 - 8" CEMENT CONCRETE HANDICAP RAMP / CURB CUTS

**Item 4 - 4" CEMENT CONCRETE WALKS MAINTENANCE WITH LAMPBLACK
(@ 2 POUNDS PER CUBIC YARD)**

**Item 5 - 6" CEMENT CONCRETE DRIVEWAY APRON MAINTENANCE
WITH LAMPBLACK (@ 2 POUNDS PER CUBIC YARD)**

Description

(a) All cement concrete walks, driveway aprons, driveways, and/or ramp systems shall be built under these items. Where existing cement concrete walks and/or driveways in private lands do not meet the proposed line and grade at the street line they shall be rebuilt to meet the proposed line and grade in a manner satisfactory to the Engineer. Contractor shall construct cement concrete walks and driveway aprons where as required by the Engineer.

(b) Excavation (exclusive of rock excavation) shall be done and paid for as part of Item 1, 2, 3, 4 or Item 5, whichever is applicable.

(c) The base for the cement concrete walk shall consist of a six (6) inch gravel base course and a two (2) inch course of dense graded crushed stone. Dimensions shall mean the finished compacted depth. The width of the walk shall be five (5) feet unless other widths are called for by the Engineer.

(d) The base for the cement concrete driveways shall consist of a six (6) inch gravel base course and a two (2) inch course of dense graded crushed stone topped with six (6) inches of concrete and/or as required by the Engineer. Dimensions shall mean the finished compacted depth. The width of the driveway aprons shall be eight (8) feet unless other widths are called for by the Engineer.

(e) The base for the cement concrete curb cuts shall consist of a six (6) inch gravel base course and a two (2) inch course of dense graded crushed stone topped with eight (8) inches of cement concrete and/or as required by the Engineer. Dimensions shall mean the finished compacted depth. The width of the ramps (typically six (6) feet in width) will be determined in the field by the Engineer to best meet the field and end-use conditions.

(f) The base for the cement concrete walk maintenance shall consist of the existing gravel base course as approved by the Engineer. The existing gravel base course shall be well compacted prior to approval by the Engineer. Dimensions shall mean the finished compacted depth. The width of the walk shall match existing walk width unless otherwise required by the Engineer.

(g) The base for the cement concrete driveway apron maintenance shall consist of the existing gravel base course as approved by the Engineer. The existing gravel base course shall be well compacted prior to approval by the Engineer. Dimensions shall mean the finished compacted depth. The width of the driveway apron shall match existing walk width unless otherwise required by the Engineer.

Materials

(h) Cement concrete shall be of an air entrained type conforming to the current specifications of Section M4 of the Massachusetts Standard Specifications for Highways and Bridges supplement of June 19, 1985. Cement concrete shall have a 28 day compressive strength of 4000 PSI using 3/4 inch aggregate, and with an entrained air content of 7.0 + 1.0%.

ADD MIXTURES: Ordinary or emulsified carbon black - two (2) pounds per cubic yard, unless otherwise required by the Engineer.

Upon delivery of each and every concrete mix, the Engineer shall be furnished with a slip clearly stating the design mix and the quantities of the above mentioned add mixture, and any other add mixtures present in the mix. Any concrete mix, which when tested on the job site is found to contain quantities of entrained air less than six (6) or more than eight (8) per cent or which yields a slump of less than three (3) inches or greater than five (5) inches shall be rejected, the decision of the Engineer shall be final. The Engineer reserves the right to change the above mix in order to meet the required strength test.

(i) All concrete shall be transit mix and shall conform to the current specifications of A.S.T.M. C-94. Hand mix concrete or machine mixed on the job concrete shall be used only when permitted by the City Engineer in writing.

(i) Premoulded asphalt expansion joints shall conform to the requirements of AASHTO Designation M33.

(ii) All gravel materials shall meet MassDOT Standard Specifications for Highways and Bridges, Latest Edition.

Method of Construction

(k) When new concrete is to be placed adjacent to existing walkways and/or driveways the Contractor shall cleanly cut a crisp joint cut by a means, and along a line, approved by the Engineer. No jackhammering of the existing walk and/or driveway shall be allowed.

(i) The walks shall be excavated or filled to a subgrade twelve (12) inches below and parallel to the finished grade or as required by the Engineer.

(j) Upon the prepared subbase, the gravel and dense graded crushed stone base course shall be constructed and rolled with rollers weighing not less than three (3) tons and not more than five (5) tons until the surface presents a firm unyielding surface satisfactory to the Engineer.

(k) Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers. Compaction shall be carried on until the density of the material is not less than ninety-five (95) percent of the Standard Proctor Density, as determined by Standard laboratory Compaction Test.

(l) All concrete walks and/or driveway elements shall be constructed with the use of side forms. The forms shall be clean, smooth and free from warp. Forms for straight concrete walks shall be two by fours (2"X 4"'s) staked at intervals no greater than four (4) feet, forms for curved sections of concrete walks shall be four (4) inch strapping staked as required by the Engineer, but in no case at intervals greater than four (4) feet. The forms shall be thoroughly braced and set to the proposed line and grade.

(m) All concrete slabs shall be constructed in one (1) course having a total finished depth of four (4) inches, all driveway elements shall be constructed in one (1) course having a total finished depth of six (6) inches and all ramps shall be constructed in one (1) course having a total finished depth of eight (8) inches. Top or wearing courses shall not be permitted.

(n) The end of every pour shall end at joints. Fresh concrete will not be allowed to be placed against previously laid concrete which has attained its initial set, excepting at full vertical joints.

(o) The walks and/or driveway aprons shall be blocked out in rectangular sections measuring not more than six (6) feet in any dimension. Transverse joints for a distance of twenty (20) feet, more or less, shall be dummy joints with an approved edging tool which shall score the joints a minimum of one (1) inch in depth. The concrete walks shall be placed in alternate slabs twenty (20) feet, more or less, in length. The slabs for walks shall be separated by transverse premoulded asphalt expansion joints one-half (1/2) inch in thickness and a depth of not less than the full thickness of the walk set at right angles to the walk and to the side forms. No finishing operation shall be performed while free water is present. Finishing operations shall be delayed until all bleed water and water sheen has left the surface and the concrete has started to stiffen. After water sheen has disappeared, edging operations where required shall be completed. After edging and jointing operations, the surface shall be floated with either aluminum or magnesium floats. Immediately following floating, the surface shall be steel-trowelled. If necessary, tooled joints and edges shall be rerun before and after troweling to maintain uniformity. After troweling, the surface shall be brushed by drawing a soft-bristled pushbroom with a long handle over the surface of the concrete to produce a nonslip surface. In conveying the concrete from the place of mixing to the place of deposit, the operation shall be conducted in such a manner that no mortar will be lost, and the concrete shall be so handled that the concrete will be of uniform composition throughout, showing neither excess nor lack of mortar in any one place.

(p) Premoulded asphalt expansion joints shall be placed adjacent to or around existing curb, walks, buildings and other structures designated by the Engineer.

(q) No concrete shall be placed on a frozen subbase nor shall concrete be poured when the air temperature is thirty-three (33) degrees Fahrenheit and falling, unless permitted by the Engineer, in which case the adequate means for the protection of the concrete must be provided for. No salt or other unauthorized admixtures shall be used. When completed, the newly laid concrete shall be protected from all traffic and the weather for a period of three (3) days. The Concrete shall be cured by spraying with an approved curing compound of a recognized brand applied in accordance with the manufacturer's instructions.

(r) This item shall also apply to cement concrete walks and/or driveways on private lands that have to be rebuilt to meet the proposed line and grade.

(s) Typical concrete driveways shall be constructed in one (1) course having a total depth of six (6) inches. In special rare cases, or as otherwise shown on the plans, an eight (8) inch depth shall be installed as required by the Engineer. In such cases the Engineer shall pay the Contractor at a rate that is one and a half (1.5) times the contract bid for six (6) inch cement concrete driveways.

(t) All water service boxes, and/or any other service box, and/or any handhole, which falls within the walk/drive area, are to be raised such that the top plane of the utility cover is set flush with the finished sidewalk surface, and such work shall be carried out to the satisfaction of the Engineer. This work shall be paid for as part of Item 1, 2, 3, 4 or Item 5, whichever is applicable.

(u) In those cases where 'frozen' water service boxes are encountered the Contractor is to bring these special cases immediately to the attention of the Engineer, and upon his order to do so, the Contractor shall either remedy the situation by a means which is acceptable to the Engineer or shall otherwise retrieve corrective materials from the City of Newton Utility, and subsequently install them to the satisfaction of the Engineer and this work shall be incidental to the project..

(uu) Eight (8) inch thick cement concrete ramp systems shall be constructed of high-early cement concrete reinforced at a plane three (3) inches from the bottom face of the slab with nominal 8x8 Woven Wire Fabric (WWF).

Method of Measurement

(v) Cement concrete walks shall be measured for payment by the square yard, complete-in-place.

(w) Cement concrete driveway aprons and/or driveways shall be measured for payment by the square yard, complete-in-place.

(x) Cement concrete ramp systems shall be measured for payment by the each, complete-in-place.

(v) Cement concrete walk maintenance shall be measured for payment by the square yard, complete-in-place.

(w) Cement concrete driveway apron maintenance shall be measured for payment by the square yard, complete-in-place.

Basis of Payment

(z) Under Item 1, 2, 4 and Item 5 the Contractor will be paid the contract unit price per square yard for the cement concrete walks or driveway aprons complete-in-place, which work shall include the gravel and dense graded crushed stone base, as well as the premoulded expansion joints. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under these items as shown on the City of Newton Standard Details, as required by the Engineer and/or as specified herein, inclusive of the raising of all service boxes to the finished grade.

(z) Under Item 3 the Contractor will be paid the contract unit price per each for the cement concrete curb cuts complete-in-place, which work shall include the gravel and dense graded crushed stone base, as well as the premoulded asphalt expansion joints and granite curbing. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under these items as shown on the City of Newton Standard Details, as required by the Engineer and/or as specified herein, inclusive of the raising of all service boxes to the finished grade.

(aa) Excavation (exclusive of rock excavation) shall be done and paid for as part of Item 1, 2, 3, 4 or Item 5, whichever is applicable.

(bb) Proposed granite curbing, as required by the City of Newton Standard Details, shall be done and paid for as part of Item 3. The City of Newton shall be responsible for proposed granite curbing in all other circumstances.

ITEM 6 -DETECTABLE TILE SURFACE FOR HANDICAP RAMP / CURB CUT LOCATIONS

Description

(a) The work under this item shall consist of furnishing and installing, by embedding in wet cement concrete, a factory manufactured Composite Detectable Tile Warning Surface that is ADA guideline compliant for the purpose of indicating the presence of a handicap ramp and/or curb cut location. These surfaces shall be accessed by the general public and the physically challenged alike, therefore the installation of these surfaces will require that the Contractor exercise exceptional care in the placement and the finishing process' associated with these tiles.

Materials

(b) The Surface shall be equal * to PART NO. 2460IDPAV2 :

* A federal yellow twenty four inch by sixty inch (24"x 60") Cast-In-Place Truncated Dome (Composite Tactile) Detectable Warning System as manufactured by;

ADA Solutions, Inc.
P.O. Box 3
North Billerica MA 01862
1-800-372-0519
www.adatile.com

*An approved equal shall mean a factory-fabricated system which either meets or exceeds the physical characteristics of the representative surface which is noted above. To that end the contractor must seek approval for an alternate surface by submitting, to the City of Newton, a catalog cut of the system which he proposes to use. This submittal, and/or actual samples of the material, shall clearly describe the physical characteristics of the proposed alternative unit such that the City of Newton can readily evaluate the proposed system.

"Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

(c) The Detectable Warning Surface shall be of the "CAST IN PLACE REPLACEABLE TACTILE WARNING SURFACE TILES" type or approved equal.

Method of Construction

(e) Manufacturer's warranties are to be assigned and delivered to the City of Newton.

(f) The Contractor shall install each Detectable Tile to meet the exact gradient tolerances prescribed in the current ADA guidelines which are shown in the City of Newton General Construction Details. Typically this gradient, from top to bottom, shall not exceed 7.5 % (or two inches (2") over the twenty-four (24") inch depth of the Tile). Nor shall the gradient, from side to side, exceed 1.5% (or one inch (1") over the sixty inch (60") width of the tile).

(g) In addition to complying with the latest ADA requirements the Contractor shall install each Detectable Tile in accordance with the directives shown on the plan.

(h) Typically each Detectable Tile shall be installed so that the front (street side) edge is set back twelve (12") inches from the face of the curb (so that six (6") inches of cement concrete remain between the back of the curb and the edge of the tile).

(i) Cracked, chipped or deficiently domed tiles will not be accepted.

(j) The Contractor must plan his work so that the outlying cement concrete panels transition to the edge of the tile in a smooth and uniform manner.

(k) Any cement concrete placed adjacent to the tiles shall be brought flush with the surface edge of the tile and shall be finished with an edge trowel.

Method of Measurement

(l) Under Item 6 the Contractor shall be paid per each of Detectable Tiles complete-in-place.

Basis of Payment

(m) Under Item 6 the Contractor will be paid the contract unit price per each of Detectable Tiles, complete-in-place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as shown on the plans, as required by the Engineer and as specified herein.

Item 7 – TREE STUMP REMOVAL

Description

- (a) The work under this item shall consist of removal and disposal of existing tree stumps as directed by the Engineer. The work shall also include the preservation from injury or defacement of all vegetation and objects designated by the Engineer to remain.
- (b) The burning of stumps shall NOT be permitted.
- (c) All stump removal shall conform to the specifications of this section.
- (d) The grinding and/ or removal of stumps and roots shall apply only to the portion of the stump and roots located on City property that is located in non paved areas not covered by impervious surfaces.
- (e) Removal of the stump shall mean the grinding or excavating of all portions of the tree remaining above ground and some below ground portions following the removal of the trunk and crown of the tree. This includes ALL surface roots.
- (f) The stump and roots (below and above ground) within three feet of the stump edges must be removed to a depth of 18 inches below the surrounding grade.
- (g) All visible and non visible roots that are above the surrounding grade beyond the requirements above must be removed to a depth of six inches below the surrounding grade. Minimally it is expected that roots will be removed at a distance of 10 feet from the edges of the stump area but may be further away depending on site conditions. The Contract Supervisor will determine the extent of the stump and root removal necessary.
- (h) All chips and debris are to be shoveled from the remaining void or hole. No stump grindings are to remain.
- (i) The void left after grinding or removal shall be immediately backfilled and graded with loam to two inches above surrounding grade to allow for settling and shall be raked smooth.
- (j) The loamed area shall be seeded with an all purpose grass seed to be approved by the Engineer.
- (k) The Contractor shall be responsible for removal and disposal of the stump and all related debris.
- (l) The City will withhold payment for the entire tree removal unit price until the stump has been removed, loamed and seeded per these specifications. Failure to remove stump may result in liquidated damages being assessed as noted under section 11.1.

Method of Measurement

(i) Under Item 7 the Contractor shall be paid per each tree stump removed and shall include the major root system.

Basis of Payment

- (j) Under Item 7 the Contractor will be paid the contract unit price per each tree stump removal, which unit price shall include full compensation for all labor, materials, tools, loam, seed and equipment and all incidentals necessary to complete the work under this item, as shown on the plans, as required by the Engineer and as specified herein. This shall also include the cost of all arrangements to protect from harm all existing overhead or underground installations.

Item 8 - ALLOWANCE FOR PAYMENT OF POLICE OFFICERS

Description

- (a) The Contractor shall include in his bid an allowance of nine thousand dollars (\$9,000.00) for payment of Police traffic officers. This allowance will be used as a basis for comparison of bids only.
- (b) The City will reimburse the Contractor for the full amount of charges for Police services.
- (c) Article 1 of the Special Conditions of the Contract shall apply.
- (d) Under this item the Contractor shall be responsible for ordering, and for canceling details on a day to day basis. In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, then the Contractor shall bear the expense of that billed detail.
- (e) The Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall not hold the City responsible for any loss of time, or for any other financial loss. The City of Newton will however grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

Basis of Payment

- (f) Under Item 8 the Contractor shall submit paid invoices to the Engineer. The Contractor shall then be reimbursed the full invoice amount for City of Newton Police Department charges and/or, when applicable, for Massachusetts State Police charges, as full reimbursement under the allowance for payment of Police officers.
- (g) The original invoice issued by the billing authority must be submitted to the Engineer for payment under this item.
- (h) Scheduling and coordination of Police Officers will be paid for under Item 0.

END OF SECTION

